

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MASSACHUSETTS**

INSITUFORM TECHNOLOGIES, INC.,)
)
)
Plaintiff,)
)
v.) Case No. 04-10487GAO
)
)
AMERICAN HOME ASSURANCE)
COMPANY,)
)
Defendant.)

**PART III TO EXHIBIT A TO
AFFIDAVIT OF LAWRENCE B. BUTLER**

EMPLOYEE BENEFITS LIABILITY INSURANCE ENDORSEMENT
(Claims Made Coverage)

In consideration of the payment of the premium, and subject to all of the provisions of the policy not expressly modified in this endorsement, we agree with you as follows:

A. INSURING AGREEMENT - EMPLOYEE BENEFITS LIABILITY

1. We will pay those sums which the "insured" becomes legally obligated to pay as damages because of injury to the rights or interests of employees or their beneficiaries in "employee benefits programs" to which this insurance applies caused by any improper advice, error or omission in the "administration" of such programs. We will have the right and duty to defend any "suit" seeking such damages. We may investigate and settle any claim or "suit" at our discretion. We will not be obligated to pay any claims or judgments or to defend any "suit" after the applicable limit of insurance has been exhausted by payment of judgments or settlements.
2. This insurance applies only to claims first made against the "insured" on or after the effective date of this endorsement and before the end of the endorsement period. If during the endorsement period the "insured" becomes aware of any incident which may subsequently give rise to a claim covered by this insurance, the "insured" will notify us in writing within 60 days after the end of the endorsement period. Any claim subsequently made against the "insured" for damages arising out of such incident will be deemed to have been first made during this endorsement period. The provisions of this paragraph will not reinstate or increase the Limits of Insurance or extend the endorsement period.
3. All claims for damages arising out of any one or a related series of errors, omissions or improper advice to which this insurance applies will be deemed to have been made at the time the first of those claims is made against any "insured" in accordance with paragraph 2. above.
4. If during this endorsement period you offer additional "employee benefits programs" not described in the Schedule of this endorsement to your employees or their beneficiaries then this insurance will also apply to those programs, but only until the 30th day after you first offer each additional program or the end of this endorsement period, whichever is earlier.

B. EXCLUSIONS

This insurance does not apply to:

1. Any claim based upon unlawful discrimination;
2. Any claim with respect to which insurance is afforded in whole or in part under any other coverage afforded by this policy or any endorsement to this policy;
3. Any claim based upon your failure (whether in the capacity of self-insurer or otherwise) or the failure of any insurer to pay or provide the benefits allegedly due under any contract relating to "employee benefits programs"; or
4. Any claim based upon the failure of stock or any compensation, investment or savings program to produce the financial gain represented.

I 00054

C. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. "insureds";
 - b. claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages arising out of all claims made during the endorsement period.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for all damages arising out of any one claim.
4. If a Deductible Each Claim is shown in the Schedule of this endorsement, you are obligated to pay that amount of damages for each claim to which this insurance applies. We are obligated to pay only that portion of the total of all damages (subject to the Limits of Insurance) which exceeds that deductible amount. We may investigate and settle any claim at our discretion. However, regardless of the amount of any claim, you must:
 - a. notify us promptly as required by Condition 2 of the policy ("Duties in the Event of Occurrence, Claim or Suit");
 - b. reimburse us promptly for all amounts we pay within the deductible amount.

Both your Aggregate Limit and your Each Claim Limit of Insurance are reduced by the amount of damages paid or payable by you up to the deductible amount shown in the Schedule of this endorsement.

D. DEFINITIONS

1. "Administration" means the determination of the eligibility of employees to participate in "employee benefits programs", the enrollment of employees in those programs, the keeping of records pertaining to those programs, the interpreting of the provisions of those programs and the giving of advice or counsel to employees or their beneficiaries as to their rights or interest in those programs.
2. "Employee benefits programs" means those group life insurance, group accident and health insurance, dental, pension, employee stock subscription, workers compensation, unemployment insurance, social security, retirement, disability, severance or similar programs described in the Schedule of this endorsement offered to employees and their beneficiaries in the United States of America, its territories and possessions, Puerto Rico and Canada.
3. "Claim" includes all claims for damages to the same person or persons arising out of any one or a related series of errors, omissions, or improper advice.

E. WHO IS AN INSURED

The unqualified word "insured" includes you and also includes:

1. All of your elected and appointed General, Division and Department officers, Directors and Stockholders while acting within the scope of their duties as such; and
2. Any of your employees who are authorized to act in the "administration" of your "employee benefits programs".

I 00055

SCHEDULEA. LIMITS OF INSURANCE

AGGREGATE LIMIT \$1,000,000

EACH CLAIM LIMIT \$1,000,000

B. DEDUCTIBLE EACH CLAIM \$ 1,000C. LIST OF "EMPLOYEE BENEFITS PROGRAMS"

All Employee Benefit Programs

D. PREMIUM

1. Number of Employees

2. Rate per Employee

3. Advance Premium \$Included in Composite Rate

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis
Issued toLoc. 6

Issued

Sales Office and No.

NRD 441.00 RG/RH 0186

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Barry S. Milon Edward F. Kelly
SECRETARY PRESIDENT
Colleen Lohay
Authorized Representative

Page 3 of 3
Countersigned by.....

End. Serial No. 10

I 00056

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION ENDORSEMENT

This insurance does not apply to "personal injury" or "property damage" caused by, or allegedly caused by, asbestos either alone or in combination with other substances or factors.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis
Issued to

Barry S. Hilton
SECRETARY

Edward F. Kelly
PRESIDENT

NRD 442 (01 86)
Issued

Countersigned by.....

Authorized Representative

Sales Office and No.

End. Serial No. 11

Loc. 6

I 00057

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECTS
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:
All Projects

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in this Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Silcox *Edward F. Kelly*

SECRETARY PRESIDENT

Countersigned by _____
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 12

It is agreed that the policy to which this endorsement is attached is hereby amended as indicated below. All other terms and conditions of the policy remain unchanged.

EXCESS WRAP-UP COVERAGE

The following is added to Section IV, 4. Other Insurance, b. Excess Insurance:

- (4) That insurance is provided pursuant to a "Wrap-Up insurance program" in which you are, were or become a participant.

"Wrap-Up insurance program" means an insurance program for a specific construction project pursuant to which some or all of the contractors working on the project are required to participate in the insurance program and participation in the insurance program is either purchased by you or purchased for you by the owner of the project or by another contractor.

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Audit Basis
Issued to

Barry S. Shilton
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by.....

Authorized Representative

Loc. 6

Issued

Sales Office and No.

End. Serial No. 13

102

I 00060

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to :

- (1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Shilts SECRETARY *Edmund F. Kelly* PRESIDENT

Countersigned by _____
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 14

CG 21 47 07 98

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I 00061

TEXAS CHANGES - EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:

- (a) Refusal to employ that person;
(b) Termination of that person's employment; or
(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:

- (a) Refusal to employ that person;
(b) Termination of that person's employment; or
(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Dexter R. Japp
SECRETARY

Edward F. Kiff
PRESIDENT

Countersigned by _____

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE - ADVERTISING OFFENSE

This Coverage Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Coverage

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "advertising injury" to which this endorsement applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in item 5 of this endorsement; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlement.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- b. This endorsement applies to "advertising injury" caused by an offense arising out of your business; but only if the offense was committed in the "coverage territory" during the policy period.

2. Definitions

- a. The following is added to the DEFINITIONS section:

"Advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- (1) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- (2) Oral or written publication of material that violates a person's right of privacy;
- (3) The use of another's advertising idea in your "advertisement"; or
- (4) Infringement upon another's copyright, trade dress or slogan in your "advertisement".

"Advertisement" means a notice that is broadcast or published (in the print, broadcast or electronic media) to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

- b. The definition of "occurrence" is extended to include the following subdivision (d):

- (d) with respect to "advertising injury," commission of one or a related series of offenses during the policy period.

3. "Stop-Gap" Coverage for Renewal Insureds Onlya. Explanatory Note

This insurance applies to "advertising injury" only if caused by one or a related series of offenses committed during the policy period. If your prior policy(ies) written by us included our Advertising Offense Endorsement, then they applied to such injury that occurred during the policy period, regardless of when the offense was committed. Therefore:

b. Limited "Stop-Gap" Coverage

If "advertising injury" as defined by this endorsement (and not otherwise excluded) occurs during the policy period, but arises from one or a related series of offenses which were committed during the term of your prior policy written by us, this endorsement will apply to such injury; but: only if your prior policy does not apply.

4. Exclusions

This insurance does not apply to:

- a. "Advertising injury"
 - (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period (except for injury to which item 3. "Stop Gap" Coverage for Renewal Insureds Only applies);
 - (3) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting;
 - (4) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
 - (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
 - (6) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
 - (7) Committed by any organization which is a Named Insured under A. AMENDMENT - NAMED INSURED of the General Amendatory Endorsement, before you acquired or formed the organization;
 - (8) Arising out of patent infringement or securities fraud that arises out of your "advertisement";
 - (9) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (10) Arising out of an offense committed by or at the direction of the insured for the purpose of causing injury, or

- (11) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand or order that any insured or others test for monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of an governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants".

5. Limits of Insurance

a. Each Occurrence Limit

This insurance is subject to the Each Occurrence Limit shown in the Declarations unless a separate Advertising Injury Each Occurrence Limit is shown below.

\$ _____ Advertising Injury Each Occurrence Limit

If a separate Advertising Injury Each Occurrence Limit is shown above, damages because of all injury to which this endorsement applies are subject solely to such separate limit, it being our intent that only one limit of insurance shall apply to all such damages arising out of any one "occurrence."

b. General Aggregate Limit

This insurance is subject to the General Aggregate Limit shown in the Declarations.

c. Explanatory Note On Limits Of Insurance

For the purpose of determining the Limits Of Insurance, the following is added to Section III-Limits Of Insurance:

All injury within subdivision b. and c. of the definition of "personal injury," and "advertising injury" arising out of a series of related acts or "covered offenses," including all repetitions or reproductions, will be considered as the result of one and the same "occurrence."

6. Other Insurance

This insurance does not apply to any portion of a claim for damages for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or any other basis, unless such other insurance was purchased by the insured specifically to apply in excess of this policy.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis
Issued to

Loc. 6

Issued

Sales Office and No.

End. Serial No 16

NRD 203 RG R5 02 99

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Barry S. Miller
SECRETARY

Edward F. Kelly
PRESIDENT

Page 4 of 4

Countersigned by.....

Authorized Representative

I 00066

KNOWLEDGE / NOTICE OF OCCURRENCE

Written notice of any occurrence of loss shall be given by the Insured to the Company or any of its authorized agents as soon as practicable after knowledge of the loss or damage is received by the Insured, one of its executive officers or the person designated by the Insured to handle insurance matters.

It is agreed and understood that the knowledge of an occurrence by an agent, servant or employee of the Insured shall not in itself constitute knowledge to the Insured unless an executive officer of the Insured's corporation or a person designated by the Insured to handle insurance matters shall have received notice from its agent, servant or employee.

The Insured's rights under this insurance shall not be prejudiced if there is a failure to give notice of an occurrence of the loss due to the Insured's reasonable belief that the cause of loss of property damaged is not covered under this insurance.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Audit Basis
Issued to

Barry S. Silcox
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by.....

Authorized Representative

Loc. 6

Issued

Sales Office and No.

End. Serial No. 17

102

I 00067

UNINTENTIONAL ERRORS & OMISSIONS

It is agreed that failure of the Insured to disclose all hazards existing as of the inception date of this policy shall not prejudice the Insured with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Audit Basis
Issued to

Barry S. Miller
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by.....

Authorized Representative

Loc. 6

Issued

Sales Office and No.

End. Serial No. 18

CANCELLATION, NON-RENEWAL AND MATERIAL CHANGE

It is agreed that notice by the Insurer shall be given to: (a) the first Named Insured, and
(b) Additional Insureds and Certificate Holders where required by Contracts, as follows:
60 days prior to cancellation, non-renewal or material change to the subject policy by the insurer; except 10 days
prior to cancellation for non-payment of premium by the Insured.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

| | |
|---------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> X | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Audit Basis
Issued to

Barry S. Shilow
SECRETARY

Edward F. Kelly
PRESIDENT

Loc. 6

Issued

102

Countersigned by.....

Authorized Representative

Sales Office and No.

End. Serial No 19

I 00069

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization where required by contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY.

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2 641 004218 033

Audit Basis

Barry S. Silvers

Edmund F Kelly

Issued to

Authorized Representative

• 100 •

Issued

Sales Office and No

End. Serial No. 20

CG 24 04 10 93

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I 00070

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed or delivered to those scheduled below at least

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 45 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason

NAME
City of Seattle

ADDRESS
DAS Purchasing Services Section
700 3rd Avenue # 910
Seattle, WA 98104

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. RG2-641-004218-033

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Audit Basis
Issued to

Loc. 6

Barry S. Shilton *Edmund F. Kelly*
SECRETARY PRESIDENT

Countersigned by.....

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 21

2319
(9-1-87)

I 00071

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed or delivered to those scheduled below at least

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 45 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason

NAME

Mission Springs Water District

ADDRESS

66575 Second Street
Desert Hot Springs, CA 92240

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. RG2-641-004218-033

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Audit Basis
Issued to

Loc. 6

Barry S. Hilton *Edward F. Kelly*
SECRETARY PRESIDENT

Countersigned by.....

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 22

2319
(9-1-87)

I 00072

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

We will not cancel this policy or make changes that reduce the insurance afforded by this policy until written notice of cancellation or reduction has been mailed or delivered to those scheduled below at least

- a) 10 days before the effective date of cancellation, if we cancel for non-payment of premium; or
- b) 60 days before the effective date of the cancellation or reduction if we cancel or reduce the insurance afforded by this policy for any other reason

NAME
U.S. Steel Corporation

City of Chicago

ADDRESS
600 Grant Street, Room 431
Pittsburgh, PA 15219-2849

121 N. LaSalle
Chicago, IL 60602

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. RG2-641-004218-033

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Audit Basis
Issued to

Loc. 6

Barry S. Gilson *Edward F. Kelly*
SECRETARY PRESIDENT

Countersigned by.....

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 23

2319
(9-1-87)

I 00073

MISSOURI CHANGES - GUARANTY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

- A. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
 - 1. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the date the insurer becomes insolvent.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

- 2. Payments made by the Association for covered claims will include only that amount of each claim which is:
 - a. In excess of \$100; and
 - b. Less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$10,000.

These limitations have no effect on the coverage we will provide under this policy.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Elkins SECRETARY *Edward F. Kelly* PRESIDENT

Countersigned by _____

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 24

CG 26 25 11 94

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I 00074

MISSOURI CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESS OWNERS POLICY
COMMERCIAL CRIME COVERAGE PART*
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

*This endorsement does not apply to coverage provided for employee dishonesty (Coverage Form A), forgery or alteration (Coverage Form B), or public employee dishonesty (Coverage Forms O and P).

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

- B. With respect to the:

BOILER AND MACHINERY COVERAGE PART
BUSINESS OWNERS POLICY
COMMERCIAL CRIME COVERAGE PART - EXCEPT COVERAGE FORMS A AND B
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY - LEGAL LIABILITY COVERAGE FORM CP 00 40
COMMERCIAL PROPERTY - MORTGAGE HOLDERS ERRORS AND OMISSIONS COVERAGE FORM CP 00 70
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE FORM
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART;

the following Cancellation and Nonrenewal provisions apply:

1. Paragraph 2. of the CANCELLATION Common Policy Condition is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
 - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
 - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
 - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
 - (3) We become insolvent; or
 - (4) We involuntarily lose reinsurance for this policy.
 - c. 60 days before the effective date of cancellation if we cancel for any other reason.

I 00075

NONRENEWAL

2. The following is added and supersedes any provision to the contrary:
 - a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
 - b. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. With respect to the:

COMMERCIAL PROPERTY COVERAGE
 PART
 FARM PROPERTY-OTHER FARM
 PROVISIONS FORM - ADDITIONAL
 COVERAGES, CONDITIONS, DEFINITIONS
 COVERAGE FORM
 FARM - LIVESTOCK COVERAGE FORM
 FARM - MOBILE AGRICULTURAL
 MACHINERY AND EQUIPMENT
 COVERAGE FORM;

the CANCELLATION Common Policy Condition is replaced by the following:

CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
 - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiaryism; or
 - b. 30 days before the effective date of this action if for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of:
 - a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
 - b. Any other action will state the effective date of that action.
5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Gilson *Edward F. Kelly*

SECRETARY PRESIDENT

Countersigned by _____

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 25

IL 02 74 04 98

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Page 2 of 2

I 00076

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.
- B. Paragraph 2.a.(4) of Section I - Coverage B - Personal And Advertising Injury is replaced by the following:
 - 2. Exclusions
 - This insurance does not apply to:
 - a. "Personal And Advertising Injury":
 - (4) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Gilson
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by _____

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 26

CG 01 03 10 00

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Page 1 of 1

I 00077

TEXAS CHANGES - DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME - LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL CRIME - SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the Duties Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Shilow
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by _____

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 27

AMENDATORY ENDORSEMENT

The policy shall not be canceled, materially changed or non-renewed without ninety (90) days advance notice to Massachusetts Port Authority (owner) and to M. Dematteo Construction Co. (General Contractor). Regarding job description: Airfield Pavement Improvements - Logan International Airport - MPA Project No. L-369-C1.

This endorsement is executed by the company below designated by an entry in the box opposite its name

Premium

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis
Issued to

Loc. 6

Issued

102

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | LIBERTY MUTUAL INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY MUTUAL FIRE INSURANCE COMPANY |
| <input type="checkbox"/> | LIBERTY INSURANCE CORPORATION |
| <input type="checkbox"/> | LM INSURANCE CORPORATION |
| <input type="checkbox"/> | THE FIRST LIBERTY INSURANCE CORPORATION |

Barry S. Miller
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by.....

Authorized Representative

Sales Office and No.

End. Serial No. 28

I 00079

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of your work:

**City of Phoenix
92st Avenue
WWTP Pipeline Rehabilitation Project - Phase 1**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of "your work" shown in the Schedule.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Gilmore *Edward F. Kelly*
SECRETARY PRESIDENT

Countersigned by _____

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 29

CG 21 34 01 87

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I 00080

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

To be attached to and part of Certificate No. 9PORT01-City of Portland

"Without prejudice to coverage otherwise existing herein, the City of Portland and all other governmental bodies having jurisdiction in the area, Century West/Carollo Engineers their officers and employees are included as additional insureds under this policy as to any claim or claims for injury to person including death, or damage to property, resulting from or growing out of the operations of the Named Insured, including all operation for subcontractors, under the contract with the City of Portland for

Alder Basin Sewer Reconstruction Phase 2 Unit 2

It is understood and agreed that this policy shall not terminate or be canceled prior to completion of said contract without first giving thirty (30) days written notice of intention to terminate or to cancel said policy to the auditor of the City of Portland.

"Notwithstanding the naming of additional insured, the said policy shall protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein shall operate to increase the insured's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured."

Agent's Signature

Date

This endorsement is executed by the company below designated by an entry in the box opposite its name.

Premium \$

Effective Date

Expiration Date

For Attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued To

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Liberty Mutual Insurance Company |
| <input checked="" type="checkbox"/> | Liberty Mutual Fire Insurance Company |
| <input type="checkbox"/> | Liberty Insurance Corporation |
| <input type="checkbox"/> | LM Insurance Corporation |
| <input type="checkbox"/> | The First Liberty Insurance Corporation |

Barry S. Shiloh Edward F. Kelly
SECRETARY PRESIDENT

102

Countersigned by.....

Authorized Representative

Issued

Sales Office and No.

End. Serial No. 30

I 00081

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of your work:

Milwaukee Metropolitan Sewerage District - Contract
No. C017GX041 - Miller Area, Menomonee Special MIS
Rehabilitaion Milwaukee MSD, Milwaukee, WI

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of "your work" shown in the Schedule.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy or Bond No. RG2-641-004218-033

Audit Basis

Issued to

Barry S. Shilton
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by _____
Authorized Representative

Issued

Sales Office and No.

End. Serial No. 31

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I 00082